Milwaukee Spring Division of Illinois Coil Spring Company *and* International Union, United Automobile, Aerospace & Agricultural Implement Workers of America, (UAW) and its Local 547. Case 30-CA-7067

October 22, 1982

DECISION AND ORDER

BY CHAIRMAN VAN DE WATER AND MEMBERS FANNING AND JENKINS

Upon an unfair labor practice charge filed on April 8, 1982,[1] by International Union, United Automobile, Aerospace & Agricultural Implement Workers of America, (UAW) and its Local 547 (hereinafter called the Charging Party or the Union), the General Counsel of the National Labor Relations Board, by the Acting Regional Director for Region 30, issued, on May 27, a complaint, amended on July 13, against Milwaukee Spring Division of Illinois Coil Spring Company (hereinafter called Respondent or the Company), alleging that Respondent engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(1), (3), and (5), Section 8(d), and Section 2(6) and (7) of the National Labor Relations Act, as amended. Copies of the charge, complaint, amended complaint, and a notice of hearing were served on Respondent. Thereafter, Respondent filed a timely answer to the complaint and amended complaint denying the commission of any unfair labor practices.

On August 25, Respondent, the Charging Party, and the General Counsel filed a stipulation of facts with the Board, and requested that the proceeding be transferred to the Board. The parties agreed that the stipulation of facts and attached exhibits constitute the entire record in this case, and that no oral testimony is necessary or desired by any of the parties. The parties further stipulated that they waive a hearing before an administrative law judge. The parties further moved for expedited consideration of this case by the Board. The parties also filed briefs, in the event that the Board granted the motion to transfer the proceeding to the Board.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board, having duly considered the matter, orders that the stipulation of facts be, and it hereby is, approved and made a part of the record herein, and further orders that the above-entitled proceeding be, and it hereby is, transferred to the Board in Washington, D.C., for the issuance of the instant Decision and Order.

Upon the entire record in the case, the Board makes the following findings:

I. JURISDICTION

1. At all times material herein, Respondent, a Delaware corporation with an office and place of business in Milwaukee, Wisconsin, has been engaged in the manufacture of molds and wires for automobile hood release attachments and other items. During the past calendar year, a representative period, Respondent, in the course and conduct of its business operations, sold and shipped goods valued in excess of $50,000 from its Milwaukee, Wisconsin, facility directly to points located outside the State of Wisconsin.

2. Respondent is now, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. THE LABOR ORGANIZATION INVOLVED

The Union is now, and has been at all times material herein, a labor organization within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES

The issue presented for decision in this matter is whether an employer, after engaging in decision bargaining and while offering to engage in further effects bargaining, may, without union consent, relocate bargaining unit work during the term of an existing collective-bargaining agreement from its unionized facility to its nonunionized facility, and lay off employees, solely because of comparatively higher labor costs in the collective-bargaining agreement at the unionized facility which the union declined to modify.

A. *The Stipulated Facts*

Illinois Coil Spring Company, with headquarters in McHenry, Illinois, was, at times material herein, comprised of three divisions—Holly Spring, McHenry Spring, and Respondent (Milwaukee Spring). Illinois Coil Spring Company, Holly Spring, McHenry Spring, and Respondent are each employers within the meaning of Section 2(2), (6), and (7) of the Act, and collectively constitute a single employing enterprise and a single employee within the meaning of the Act, made up of separate bargaining units at each of the locations.

Illinois Coil Spring Company's three divisions have been in operation for a number of years. The Holly Spring division, whose employees are repre-

[1] All dates hereinafter refer to 1982, unless otherwise indicated.

sented by Local 524 of the United Automobile Workers, was assimilated into the McHenry Spring division as of June 30. The McHenry Spring facility, located in McHenry, Illinois, is not unionized. Respondent and the Charging Party have been parties to a series of collective-bargaining agreements, the most recent of which became effective April 1, 1980, and is to remain in effect until at least March 31, 1983. Respondent employed (at least until recently) about 99 bargaining unit employees. Approximately 35 of those employees worked in Respondent's assembly operations, and approximately 42 in the molding operations.[2]

On January 26, Respondent asked the Union to forego a wage increase due April 1, and to grant other contract concessions. On March 12, Respondent told the Union that the company had lost a contract with Fisher Body which would result in a $200,000-a-month decline in revenues, and further advised that the Milwaukee Spring financial situation was worse than estimated in January. Respondent proposed relocating its assembly operations to the McHenry Spring facility. Following a meeting with the Union on March 12, Respondent posted a bulletin apprising employees of the proposed assembly operations relocation and of the company's discussion with the Union.

On March 22, Respondent informed the Union that concessions were still needed in order to keep the molding operations in Milwaukee economically viable, and that it was willing to bargain over alternatives to the relocation of the assembly operations. Respondent noted that its assembly labor costs were $8 an hour in wages and $2 an hour in fringe benefits, as contrasted with McHenry labor costs of $4.50 and $1.35. On March 23, the Union notified Respondent that the union membership voted against accepting $4.50 wages and $1.35 fringe benefits, but was willing to continue discussions with Respondent.

On March 29, at a meeting with the Union, Respondent presented a document entitled "Terms Upon Which Milwaukee Assembly Operations will be Retained in Milwaukee." Respondent and the Union discussed the proposal item-by-item, and, in response to a union question, Respondent stated that these proposals came close to the lowest levels that it could accept, but that this would not foreclose bargaining with the Union. On April 4, the Union informed the company that the union membership rejected consideration of labor contract concessions.

Respondent plans to complete relocation of its assembly operations as of December 31. Approximately 32 of the assembly employees will have been laid off by that date. The relocation of the assembly operations is due solely to the comparatively higher labor costs under the collective-bargaining agreement between Respondent and the Union. The relocation decision is economically motivated and is not the result of union animus. The failure to provide an adequate return on investment prompted the decision to relocate the assembly operations, not an inability to pay the contractual wage rates. Respondent has bargained with the Union over the decision to relocate the assembly operations, and Respondent has been willing to engage in effects bargaining with the Union.

In July 1976, Respondent relocated a spring operation from the Milwaukee facility to McHenry, Illinois, during the term of the collective-bargaining agreement. That agreement contained the same recognition and management-rights clauses found in the current collective-bargaining agreement. Respondent eliminated 12 to 15 jobs as a result of the 1976 relocation, but no employees were laid off or terminated as a consequence.

Between April 15 and July 1, Holly Spring closed its plant and transferred its operations to the nonunion operations at McHenry, Illinois. Local 524 of the United Automobile Workers represented the Holly Spring employees. The United Automobile Workers and Holly Spring executed a plant closure agreement on June 4.

No grievance or unfair labor practice charge protesting the 1976 relocation was filed. No unfair labor practice charge has been filed regarding the closing of the Holly Spring facility. No grievance complaining of the relocation of the assembly operations has been filed.

B. *Contentions of the Parties*

The General Counsel and the Charging Party contend that Respondent's decision to relocate unit work from a union plant to a nonunion plant (and its decision to lay off unit employees as a consequence) during the terms of a collective-bargaining agreement solely because of the comparatively higher labor costs under that agreement, absent the Charging Party's consent, constitutes a midterm repudiation of the agreement in violation of Section 8(d) and Section 8(a)(1), (3), and (5). They further argue that the Charging Party has not, by contract or by prior practice, waived its statutory right to challenge Respondent's mid-contract conduct.

Respondent maintains that the Charging Party, in the parties' collective-bargaining agreement, waived any right it might have had to object to Respondent's relocation decision. Respondent further asserts that, in any event, it may, after engag-

[2] The type of work performed by the remaining unit employees does not appear in the parties' stipulation.

ing in decision bargaining and while offering to engage in further effects bargaining, relocate unit work from a union plant to a nonunion plant during the term of a collective-bargaining agreement and lay off unit employees as a consequence, where it is motivated solely by economic considerations and where the agreement does not expressly prohibit such relocation.

C. *Discussion of Law and Conclusions*

We find that Respondent's decision to transfer its assembly operations and to lay off unit employees as a consequence during the term of the collective-bargaining agreement constitutes a midterm modification within the meaning of Section 8(d). Respondent may not take such action without the consent of the Union (which Respondent did not obtain) or a waiver of the Union's statutory right to object to such action. And, the parties' collective-bargaining agreement does not clearly and unequivocally waive the Union's statutory right to object to Respondent's action.

Section 8(d) of the Act defines the obligation to bargain with respect to wages, hours, and other terms and conditions of employment, but cautions that "the duties so imposed shall not be construed as requiring either party to discuss or agree to any modification of the terms and conditions contained in a contract for a fixed period, if such modification is to become effective before such terms and conditions can be reopened under the provisions of the contract." The Board has held that Section 8(d) forbids alteration by an employer of the terms and conditions of employment embodied in a collective-bargaining agreement during the term of the agreement without the consent of the union (*Oak Cliff-Golman Baking Company*, 207 NLRB 1063, 1064 (1973), enfd. 505 F.2d 1302 (5th Cir. 1974), cert. denied 423 U.S. 826 (1975)), even though the employer may have previously offered to bargain with the union about the change and the union has refused. *C & S Industries, Inc.*, 158 NLRB 454, 457 (1966).

Los Angeles Marine Hardware Co., a Division of Mission Marine Associates, Inc., 235 NLRB 720 (1978), enfd. 602 F.2d 1302 (9th Cir. 1979), applied the above-mentioned principles in a factual context very similar to the instant case. The respondent relocated a portion of its business from a unionized facility to nonunionized facilities, while a collective-bargaining agreement was still in existence. The respondent, which had been confronted with a legitimate adverse economic problem, made its decision to relocate based on the fact that its labor costs under the contract were significantly higher than those of its competitors. The respondent notified the union of its financial difficulties and attempted to bargain about its decision to relocate and the effects of its decision.

The Board found that the respondent violated Section 8(d) and Section 8(a)(1) and (5) when, during the term of its collective-bargaining agreement, it relocated a portion of its business from a unionized facility to nonunionized facilities without the consent of the union. The Board found critical that the respondent was bound by a collective-bargaining agreement which had not expired when it decided to relocate a portion of its business, and that it made that decision because of its need to obtain economic relief from the terms of that agreement. The Board, referring directly to the above-stated principles, held that the mandate of Section 8(d) (i.e., that one party's proposed modification of a contract can be implemented only if the other party consents) "is not excused either by subjective good faith or by . . . economic necessity . . . ." 235 NLRB at 735.[3] The Board also found that respondent's termination of employees at its unionized facility violated Section 8(a)(1) and (3). The Board held that where, as part of a plan to escape the economic obligations of a collective-bargaining agreement, an employer terminates and refuses to reinstate employees, its actions are "inherently destructive of employee interests." 235 NLRB at 736.

The Ninth Circuit enforced the Board's decision in *Los Angeles Marine*. The court specifically affirmed that an employer cannot alter mandatory contractual terms during the effective period of a contract without consent of the union, and that repudiation of mandatory contractual terms without the union's consent during the term of the contract is not excused because the employer acted in good faith or was motivated solely by economic necessity. 602 F.2d at 1307. The court also agreed with the Board's finding that the respondent's termination and refusal to reinstate employees was "inherently destructive" of employee rights. According to the court, the respondent's "desire to escape the financial burden [it] contracted for voluntarily is not an adequate business justification that would excuse the unlawful terminations." 602 F.2d at 1307.

We believe *Los Angeles Marine* controls the instant case. Here, Respondent decided to relocate bargaining unit work because the labor costs of performing that work at Milwaukee Spring was

[3] Chairman Van de Water would not find that "economic necessity" can never be a factor as he construes such language to cover an unprofitable product line, or an unprofitable division in a particular corporation. For example, a corporation facing bankruptcy or if the short-term viability of a corporation was in jeopardy, might warrant a different result.

greater than the labor costs of performing that work at McHenry Spring.[4] This economic motivation for Respondent's decision to relocate is strikingly similar to the *Los Angeles Marine* respondent's need to obtain economic relief from the terms of its contract. Here, also, there is no question that Respondent was bound by a collective-bargaining agreement which had not expired when it decided to relocate its assembly operations.

The Board found that Los Angeles Marine violated Section 8(a)(1), (3), and (5), even though the respondent had been confronted with a legitimate adverse economic problem which contributed to its decision, respondent had not displayed hostility toward the union or union adherents, and there was no basis for finding that the respondent failed to satisfy any bargaining obligation owed to the union concerning the relocation and its effects. Similar factors are present in the instant case. Milwaukee Spring lost the Fisher Body contract, which resulted in a significant decline in monthly revenues. The company had not exhibited union animus. And, the company had bargained with the Union over its decision to relocate its assembly operations and was willing to negotiate over the effects of its decision.

Nonetheless, as in *Los Angeles Marine*, "Respondent [Milwaukee Spring] was bound to a collective-bargaining agreement which was not scheduled to expire until [at least March 31, 1983]. That agreement covered and had been applied to the [assembly operations] employees. [Respondent] admit[s] that the decision to move from [Milwaukee] had been based upon the need to obtain economic relief from the terms of that agreement. It is this which gives rise to the violation in the instant case," 235 NLRB at 735, unless the Union has waived its statutory right to object to the modification. Accordingly, we now turn to this question.

Contractual waiver of a statutory right must be clear and unmistakable. The language allegedly establishing that a waiver has been granted must be explicit. See, e.g., *Timken Roller Bearing Company* v. *N.L.R.B.*, 325 F.2d 746, 751 (6th Cir. 1963), cert. denied 376 U.S. 971 (1964). Respondent contends that, by the contract's preamble, article I, and article II, the Union authorized the company to relocate without its consent, thereby waiving any right it might otherwise have had to object to the transfer.

The preamble specifies that Milwaukee Spring's facility is located at a particular address in Milwaukee, and article I states that the company recognizes the Union as the bargaining agent of the production and maintenance employees in the company's plant in Milwaukee. Respondent urges that together these clauses make clear that the collective-bargaining agreement applies to work done by production and maintenance employees at the location in Milwaukee and has no application at other Illinois Coil Spring Company plants.

In *Los Angeles Marine*, the respondent made a similar argument, which the Board and the court rejected. The court, noting that the parties' contract stated that the company entered into it on behalf of the operations "located at San Pedro, California, and vicinity," found that the agreement's effectiveness was not by this phrase limited expressly to a particular area, nor was there evidence that the parties intended such a geographic limitation. Rather, according to the court, the contract language was merely the parties' descriptive recitation of the physical location of the facilities at the time of the contract's negotiation.[5]

We believe the same analysis appropriate in the instant case. We note that, although the location of Respondent's operations appears in two different clauses, there is nothing in those clauses that expressly limits the agreement's effectiveness to Milwaukee, nor is there evidence that the parties intended such a limitation. Rather, those clauses appear to be words of description, merely stating what was in fact the case at the time of the contract's negotiation.

Article II, the contract's management-rights clause, provides:

> Except as expressly limited by the other Articles of this Agreement, the Company shall have the exclusive right to manage the plant and business and direct the working forces.
>
> These rights include, but are not limited to, the right to plan, direct and control operations,

[4] This case is distinguishable from *The University of Chicago*, 210 NLRB 190 (1974), enforcement denied 514 F.2d 942 (7th Cir. 1975). In that case the Seventh Circuit disagreed with the Board's finding that the respondent's transfer of custodial work from one bargaining unit to another was violative of Sec. 8(a)(1), (2), and (5). The court concluded that the employer's decision to transfer unit work was not attributable to a desire to avoid the contract wage rate. Rather, the court held that the sole reason for the decision to transfer was the necessity to raise the quality of work at issue to a level in keeping with the high standards demanded by the University's professional staff. Here, the decision to relocate was prompted by the desire to reduce labor costs.

We further note that, here, the parties' stipulation and Respondent's arguments admit that the company's relocation decision was a mandatory subject of bargaining. According to the stipulation, Respondent's decision was predicated upon the company's comparatively higher labor costs under the Milwaukee Spring contract. Respondent's argument that the Union waived its right to demand bargaining over its decision and that the company in any event bargained to impasse over its decision implies that the company had an obligation to bargain—an obligation which would be imposed only if the decision to relocate were a mandatory subject. Consequently, *First National Maintenance Corporation* v. *N.L.R.B.*, 452 U.S. 666 (1981), which deals with what is a mandatory subject, has no bearing on this case.

[5] Accord: *N.L.R.B.* v. *Marine Optical Inc.*, 671 F.2d 11, 16 (1st Cir. 1982).

> to determine the operations of services to be performed in or at the plant or by the employees of the Company, to establish and maintain production and quality standards, to schedule the working hours, to hire, promote, demote, and transfer, to suspend, discipline or discharge for just cause or to relieve employees because of lack of work or for other legitimate reasons, to introduce new and improved methods, materials or facilities, or to change existing methods, materials or facilities.

Respondent contends that this provision, especially the phrase granting the company the right "to determine the operations or services to be performed in or at the plant or by the employees," constitutes a waiver.

We read the management-rights clause as a general reservation to the employer of the right to make decisions about the types of products to be manufactured, what equipment will be used, what methods will be used, production schedule—in short, the clause reserves to management the right to decide whether, and how, its products will be manufactured. But, we find nothing in this clause which expressly grants Respondent the right to move, transfer, or change the location of part of its operations from its Milwaukee facility to another facility in order to avoid the comparatively higher labor costs imposed by the collective-bargaining agreement containing the management-rights clause.[6]

The contract containing no explicit language permitting Respondent to transfer a part of its operations during the term of the contract without the Union's consent, we cannot find that the Union has waived its statutory right to object to Respondent's decision to transfer its assembly operations and to lay off unit employees as a consequence in order to avoid the contractual labor costs.

In sum, for the reasons discussed above, we find that Respondent, even though it bargained with the Union about its decision to relocate and is willing to bargain about the effects of its decision, by deciding, without the consent of the Union, to transfer its assembly operations and to lay off unit employees at its Milwaukee facility during the term of its collective-bargaining agreement in order to obtain relief from the labor costs imposed by that agreement, acted in derogation of its bargaining obligation under Section 8(d), and hence violated Section 8(a)(1), (3), and (5) of the Act.[7]

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of Respondent set forth above have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

Upon the basis of the foregoing facts and upon the entire record in this case, we make the following:

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.
2. Respondent, by deciding without the Union's consent to transfer its assembly operations from its Milwaukee Spring facility to the McHenry Spring facility during the term of the collective-bargaining agreement between Respondent and the Union because of the comparatively higher labor costs under that agreement, has unlawfully modified the terms and conditions of that agreement in violation of Section 8(d) and Section 8(a)(1) and (5) of the Act.
3. Laying off unit employees as a consequence of the unlawful decision mentioned above is violative of Section 8(a)(1) and (3) of the Act.
4. The aforesaid unfair labor practices affect commerce within the meaning of the Act.

THE REMEDY

Having found that Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

Having found that Respondent violated Section 8(a)(1) and (5), we shall order that it rescind its decision to transfer its assembly operations from the Milwaukee Spring facility and, to the extent that it has begun to implement its decision, that it restore the *status quo ante* by returning the assembly operations to the Milwaukee Spring facility. Having

[6] Respondent asserts that the Union's prior conduct demonstrates that art. II is a waiver. According to Respondent, the Union failed to question the company's 1976 decision to relocate its spring operation because it recognized that art. II precluded it from challenging such action. However, we note that no employees were laid off or terminated as a result of the 1976 relocation. Thus, that transfer did not adversely affect the employee complement, as the instant transfer concededly does. Where the prior conduct did not occasion layoffs or terminations, we do not find that a union's acquiescence to that conduct sheds any light on the question whether the collective-bargaining agreement waives the union's statutory right to object to a transfer of operations which affects directly the employee complement in the bargaining unit.

[7] In finding the violations herein, Chairman Van de Water emphasizes the parties' stipulation that the reason for Respondent's decision to transfer its assembly operations was not an inability to pay the contractual wage rates, but was solely due to the comparatively higher labor costs at Milwaukee Spring and an inadequate return on investment.

found that laying off unit employees as a consequence of its decision to transfer its assembly operations violates Section 8(a)(1) and (3), we shall order that Respondent recall any employees so laid off and offer to reinstate them to the positions they held before their unlawful layoff or, if those positions no longer exist, to substantially equivalent positions, without prejudice to their seniority and other rights and privileges. We shall further order Respondent to make these employees whole for any loss of earnings they may have suffered by reason of the discrimination against them, by payment to them of a sum of money equal to that which they normally would have earned from the date of layoff to the date of Respondent's offer of recall, less net earnings during such period, with backpay computed on a quarterly basis, with interest, in the manner prescribed in *F. W. Woolworth Company*, 90 NLRB 289 (1950), and *Florida Steel Corporation*, 231 NLRB 651 (1977). See, generally, *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962).

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, Milwaukee Spring Division of Illinois Coil Spring Company, Milwaukee, Wisconsin, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Deciding without the Union's consent to transfer its assembly operations from its Milwaukee Spring facility to the McHenry Spring facility during the term of their collective-bargaining agreement because of the comparatively higher labor costs under that agreement.

(b) Laying off unit employees as a consequence of that decision.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them in Section 7 of the Act.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Bargain collectively with the Union with respect to the decision to transfer the assembly operations from Milwaukee Spring because of the comparatively higher labor costs under their collective-bargaining agreement in compliance with Section 8(d) of the Act.

(b) Restore at the Milwaukee Spring facility the work previously performed at that facility by unit employees represented by the Union which has been transferred pursuant to the above-mentioned unlawful decision.

(c) Recall any employees laid off as a consequence of the above-mentioned unlawful decision and offer them reinstatement to the positions they held before their unlawful layoff or, if those positions no longer exist, to substantially equivalent positions, without prejudice to their seniority or other rights and privileges, and make them whole for any loss of earnings they may have suffered as a result of the discrimination against them, in the manner set forth above in the section entitled "The Remedy."

(d) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(e) Post at its Milwaukee, Wisconsin, facility copies of the attached notice marked "Appendix."[8] Copies of said notice, on forms provided by the Regional Director for Region 30, after being duly signed by Respondent's representative, shall be posted by Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that said notices are not altered, defaced, or covered by any other material.

(f) Notify the Regional Director for Region 30, in writing, within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith.

[8] In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT decide without the consent of the Union which represents our production and maintenance employees to transfer our assembly operations from our Milwaukee Spring facility to the McHenry Spring facility during the term of our collective-bargaining agreement because of the comparatively higher labor costs under that agreement

WE WILL NOT lay off unit employees as a consequence of that decision.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed them in Section 7 of the National Labor Relations Act.

WE WILL bargain collectively with the Union with respect to a decision to transfer the assembly operations from Milwaukee Spring because of the comparatively higher labor costs under our collective-bargaining agreement, as required by the National Labor Relations Act.

WE WILL restore at the Milwaukee Spring facility any work previously performed at that facility by unit employees represented by the Union which has been transferred pursuant to the above-mentioned unlawful decision.

WE WILL recall any employees laid off as a consequence of the above-mentioned unlawful decision and offer them reinstatement to the positions they held before their unlawful layoff or, if those positions no longer exist, to substantially equivalent positions, without prejudice to their seniority or other rights and privileges, and WE WILL make them whole for any loss of earnings they may have suffered as a result of the discrimination against them, with interest.

MILWAUKEE SPRING DIVISION OF ILLINOIS COIL SPRING COMPANY